

EXHIBIT G-5

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK AND
AGREEMENT TO EMPLOYMENT AT WILL, CONFIDENTIALITY, NON-
SOLICITATION, AND AGREEMENT TO ARBITRATE**

I received a copy of the Thomas Weisel International Private Limited (the Company) Employee Handbook in paper copy. I agree to read the Handbook and to comply with all of the Company's various policies and practices. In addition, in consideration for my continued employment, I agree to the following:

Acknowledgement of Receipt of Handbook and Employment-At-Will

I understand that the Employee Handbook is not intended to in any way create a contract of employment, either express or implied. Rather, I understand that employment at the Company is at-will and that the Company and I each have the right to end our employment relationship for any reason at any time, with or without cause.

I also understand that any rules, policies and benefits described in the Employee Handbook may be modified by the Company from time to time, except for the policy of employment-at-will, and that any change to at-will employment can only be made in writing, signed by Mark Fisher on behalf of the Company.

Confidentiality and Trade Secrets

I will not at any time, either during or after the term of my employment with the Company, in any fashion, form or manner, either directly or indirectly, unless expressly consented to in writing by the Company, use, divulge, disclose or communicate to any person or entity any confidential information of any kind, nature or description concerning any matters affecting or relating to TWIPL's business. The definition of "confidential information" is very broad. It includes but is not limited to, computer processes, programs and codes; the names, addresses, buying habits or practices or any Company clients or customers; marketing methods, programs and related data, or other written records used in Company business; compensation paid to other employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about or concerning TWIPL business, manner of operations, or other data of any kind, nature or description. I understand the above information and items are important, material and confidential trade secrets that affect the successful conduct of Company business and its good will, and that any breach of any term of this section is a material breach of this agreement. All equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists or other written and graphic records, and the like, including tangible or intangible computer programs, records and data, affecting or relating to Company business, which I might prepare, use, construct, observe, possess or control, shall be and shall remain the Company's sole property.

I agree that on or before the last day of my employment I will not remove confidential information, whether physical or electronic without the express written permission of Human Resources.

No Solicitation of Customers, Clients, and Prospective Clients

I hereby acknowledge and agree that I will likely be exposed to a significant amount of confidential information concerning the Company's business methods, operations, customers, clients, and prospective clients while employed by the Company, that such information might be retained by me in tangible form or simply retained in my memory, and that the protection of the Company's exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on my activities after termination of employment. I agree that all business procured by me while I am employed by the Company and all information about clients and prospective clients are the Company's property. Therefore, for a one-year period following employment termination (whether voluntary or involuntary and with or without cause), I will not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate contact with) any customer or client of the Company for any commercial or business reason whatsoever.

No Solicitation of Employees

I agree that for as long as I am employed by the Company and for 12 months after the cessation of my employment I will not recruit, hire or attempt to recruit or hire, directly or by assisting others, any of the Company's employees with whom I had contact during my employment with the Company. For the purposes of this paragraph, "contact" means any interaction whatsoever between the other employee and me.

Arbitration

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel International Private Limited (the Company) or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel International Private Limited and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel International Private Limited will pay all arbitration fees for any claims brought by an employee against Thomas Weisel International Private Limited in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

Agreement

You agree to abide by the terms and practices set forth in the Thomas Weisel International Private Limited Employee Handbook, including but not limited to all employment policies, standards of conduct, employment-at-will, confidentiality, non-solicitation, and arbitration by signing below.

03/11/06
Date

ASST
Signature

AMIT SHAN
Print Name

TWPL00000821

PERSONAL DATA

1. Have you ever been suspended, expelled or otherwise disciplined by any regulatory body or by any such exchange or association; or ever been refused membership therein; or ever withdrawn your application for such a membership?
Yes ☒ No (circle one)
2. Have you ever been associated with any organization, as a director, controlling stockholder, partner, officer, employee or other representative of a broker-dealer which has been, or a principal of which has been suspended or expelled from any such exchange or registered association, or was refused membership therein, or withdrew an application for membership; or whose registration as a broker-dealer with the S.E.C. or any state agency has been denied, suspended, or revoked?
Yes ☒ No (circle one)
3. Are you now subject to an order of the N.A.S.D. any national securities exchange or the S.E.C. which revokes, suspends, or denies membership or registration?
Yes ☒ No (circle one)
4. Have you been named as a "cause" in any action mentioned in the preceding questions taken with respect to a broker-trader?
Yes ☒ No (circle one)
5. Have you ever been permanently or temporarily enjoined by an order, judgement or decree from acting as, or being affiliated or employed with an underwriter broker, dealer, investment bank, insurance company or in any connection with the purchase or sales of any securities commodity?
Yes ☒ No (circle one)
6. Have you ever been a principal or employee of any corporation, firm, or association which has enjoined temporarily or otherwise from selling or dealing in securities or commodities or functioning as an investment advisor?
Yes ☒ No (circle one)
7. Are you now or have you ever been subject to an order of the S.E.C. or any other regulatory agencies or associations which bars or suspends you from becoming associated with a broker-dealer?
Yes ☒ No (circle one)
8. Are you now or have you ever been aware of a written customer complaint lodged against you for work you performed in the securities industry? If YES, provide details as to the circumstances on the reverse side of this sheet.
Yes ☒ No (circle one)
9. If hired, do you plan to engage in, or to be employed by, any other business or business organization?
Yes ☒ No (circle one)
10. Have you ever been arrested or convicted of a felony of any kind or of any misdemeanor (except minor traffic offenses)? A conviction will not necessarily disqualify you for the job. If yes, please explain in detail.
Yes ☒ No (circle one)
11. Can you, after employment, submit verification of both your identity and authorization to work in the U.S. pursuant to the Immigration Reform Act of 1986 and related issues? NA if not working in a U.S. office.
Yes No (circle one)
12. What banks or brokerage firms do you have securities accounts with?
Retirement brokerage Account with WACHOVIA

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

TWPL00000822

CONDITIONS OF EMPLOYMENT

In the event I may be employed by the Company, I will comply with all the Company's present and subsequent issued policies and procedures as set forth in the company's Handbook, or any other communications distributed to employees. I understand that any employment with the company is at will; that is, I may leave the company at any time for any good reason, and the company may terminate my employment with the company at any time with or without good cause. I also understand that the company retains its discretion to make all other decisions concerning my employment (including decisions regarding demotion, transfers, job responsibilities, increases or reductions in pay, bonuses or other compensation, or any other managerial decisions) with or without good cause. I understand that none of the policies contained in the company's Handbook alter these terms and that any agreement to the contrary must be in writing and signed by a duly authorized officer of the company. I further understand and agree that no person at the company has any power or authority whatsoever, either actual or implied, to change, modify, or delete the at-will nature of my employment, except in writing signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies. After employment has been granted, the employee must provide proof of a legal right to work in the United States, if employed in a U.S. office.

PERSONAL SECURITIES TRANSACTIONS

All employees are required to disclose to the Compliance Department whether they, or anyone in their household, have any active securities accounts. Failure to disclose outside accounts is grounds for termination. All orders to buy or sell securities for accounts in which employees and their families have an interest must be made through duplicate confirmations to Thomas Weisel Partners LLC unless an exception is made by the Compliance Department.

BONDING

I understand that if I am employed I must be bonded, which is an insurance agreement pledging surety for financial loss caused to the firm by the act of default of a third person. I understand further that failure to be bonded, or cancellation or withdrawal of the bond, regardless of when such an action is taken will be sufficient cause for immediate discharge unless an exception is made by the Compliance Department.

ARBITRATION

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel Partners LLC or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel Partners LLC and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel Partners LLC will pay all arbitration fees for any claims brought by an employee against Thomas Weisel Partners LLC in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

CERTIFICATION

I certify that the foregoing answers are true. I realize that all information furnished by me on this application is important and that the employer may rely on such information in employing me and in continuing my employment. I also realize that any false statement, willful omission, or misrepresentation of fact shall constitute cause for dismissal regardless of when discovered by the Company. I also agree that if employed, I will abide by all the rules and regulations of the Company. I authorize and request any and all of my former employers and other people to furnish to the agency, jurisdiction or organization with which this application is being filed, or any agent acting on its behalf, any information they may have concerning my character, ability, business activities, educational background, general reputation, together with, in the case of former employers, a history of my employment by them and the reasons for the termination thereof. Moreover, I hereby release each such employer and each such other person from any and all liability of whatever nature by the reason of furnishing such information to the agency, jurisdiction or organization or any agent acting on its behalf.

I HAVE READ AND UNDERSTAND THE STATEMENTS CONTAINED IN THE Thomas Weisel Partners LLC APPLICATION, AND I FULLY UNDERSTAND THEM. I HEREBY AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT, AND I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I AM AWARE THAT THIS APPLICATION WILL ONLY BE ACTIVE FOR THIRTY (30) DAYS. UPON EXPIRATION OF (30) DAYS, I KNOW THAT I MUST REAPPLY IF I WISH TO BE CONSIDERED FOR EMPLOYMENT.

Signature

AMET SHAH

Print Name

03/11/2006

Date

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

TWPL00000823

**Pre-Hire Authorization**

Candidate Name:

Date:

Are you aware of any circumstances that would prohibit you from working in the Securities industry?

_____ Yes ☒ No

If you answered yes, please provide a brief description below of the circumstances.

AWL
Candidate's Signature

TWPL00000824


RECEIPT OF THOMAS WEISEL PARTNERS LLC'S CONFIDENTIALITY
AGREEMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Confidentiality Agreement Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy.

AMIT SHAH

Print Name



Signature

03/11/06

Date


TWPL00000825

Confidential Reporting of AML Non-Compliance

Employees will report any violations of the firm's AML compliance program to one of the AML Compliance Officers, unless the violations implicate the Compliance Officer, in which case the employee shall report to General Counsel. Such reports will be confidential, and the employee will suffer no retaliation for making them.

**ACKNOWLEDGEMENT OF RECEIPT OF
ANTI-MONEY LAUNDERING POLICY**

I received a copy of the Thomas Weisel Partners LLC Anti-Money Laundering Policy. I agree to read the Policy and to comply with all policies and practices.

Print name: AMIT SHAH
Signature: 
Date: 03/11/06

Please sign and return to :
Sumer Aulakh
Compliance, SF 36th Floor

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Anti-Discrimination and Anti-Harassment Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy. I will report conduct that I believe is harassing or discriminatory to enable the Firm to take action as appropriate.

AMET SHAH

Print Name



Signature

03/11/06


Date

TWPL00000827

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S
COMPUTER SOFTWARE POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Computer Software Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

AMEE SHAH
Print Name


Signature

03/11/06
Date

TWPL00000828

Disclosure Statement

I have read and understand Thomas Weisel Partners' policy regarding personal investments and employment outside of Thomas Weisel Partners and have set forth herein all such outside accounts, employment, associations and sources of compensation. I understand that failure to disclose any personal or related accounts, any other sources of employment or compensation as described herein, any affiliations with business organizations, and failure to adhere to the intent and discretions of this policy, may result in my immediate termination from Thomas Weisel Partners LLC.

I acknowledge that I have received a copy of Thomas Weisel Partners employee handbook and compliance handbook and I will read them in their entirety within one week. I also understand that if I have any questions relative to any compliance issues, I will contact the Compliance Director immediately.

Employment with Thomas Weisel Partners is employment at-will. Employment at-will means that employment may be terminated by either you or the company at any time, with or without cause and with or without notice.

Except for employment at-will status, the company reserves the right to revise, modify, delete and/or add to any and all of its policies, procedures, work rules or benefits. All such revisions, modifications, deletions and/or additions must be in writing and must be signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies.

No manager, supervisor or employee of the company has any authority to enter into any agreement for employment for any specified period of time to make any agreement for employment other than at-will. Only the Executive Committee and/or the Chief Financial Officer has the authority to make such agreements, and then only in writing.

Name Printed: AMEET SHAH

Signature: 


Date: RE 03/11/06

ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read the Thomas Weisel Partners LLC Employee Trading Policy. I fully understand its contents and I agree to comply with it. If I have any questions about the application or interpretation of the Thomas Weisel Partners LLC Employee Trading Policy, I will consult with the Legal/Compliance Department.

Please sign and return this acknowledgement into the Human Resources Department. Please call Karen Santos at x. 2762 or Pam Housley at x. 2620 if you have any questions.

Print Name: AMET SHAH

Signed: 

Dated: 03/11/06

For Internal Use Only


**Thomas Weisel Partners**

MERCHANT BANKING

Pre-Registration Authorization

I hereby grant permission to Thomas Weisel Partners LLC, of which Thomas Weisel International Private Limited is a branch office, to verify my previous employment, registration, and disciplinary history through the NASD's Central Registration Depository system.

I hereby authorize any federal, state, or municipal agency, or any securities or commodities industry self-regulatory organization (except the United States Internal Revenue Service or other state taxing authorities with respect to confidential information held by them) to make available to Thomas Weisel Partners LLC's authorized agents and employees any information they may have concerning me which they deem relevant in connection with a determination by it to employ me. I hereby release any such entity, their employees and agents, from any and all liability of whatever nature by reason of furnishing such information.

SIGNATURE Name (Please Print) AMET SHAHDate 03/11/2006Social Security Number 077-92-3846

Date of Birth _____ (MM/DD)

REDACTED

TWPL00000832

ACKNOWLEDGEMENT OF RECEIPT OF
CHINESE WALL MANUAL

I received a copy of the Thomas Weisel Partners LLC Chinese Wall Manual. I agree to read the Manual and to comply with all policies and practices.

Print name: AMIT SHAH

Signature: 

Date: 03/11/2006

Please sign and return to :
Sumer Aulakh
Compliance, SF 36th Floor

TWPL00000833

**ACKNOWLEDGEMENT OF RECEIPT OF
CHINESE WALL MANUAL**

I received a copy of the Thomas Weisel Partners LLC Chinese Wall Manual. I agree to read the Manual and to comply with all policies and practices.

Print name: AMIT SHAH

Signature: 

Date: 04/19/07

Please sign and return to:
Sumer Aulakh
Compliance, SF 36th Floor

TWPL00000834

Thomas Weisel Partners LLC

Compliance Policy

It is your responsibility to keep the information on the disclosure statement current at all times. Compliance with Thomas Weisel Partners LLC policy as set forth in the following pages and in the compliance manual is mandatory and will be strictly enforced. A pattern of behavior indicative of continuous disregard for the spirit of the policies of Thomas Weisel Partners LLC will be grounds for termination.

It is the policy of Thomas Weisel Partners LLC that all accounts of partners, employees, and related persons to whom they contribute support or with whom they share residence be disclosed to Thomas Weisel Partners LLC, including the following types of accounts:

- Personal accounts
- Any account in which he or she has an interest (including limited and general partnership interests in partnerships engaged in investing in securities),
- Accounts with an outside manager over which he or she has no investment influence,
- Accounts of third persons over which he or she has investment discretion, regardless of beneficial owner,
- Pension, profit sharing, or IRA accounts

Exceptions to this policy must be approved in advance by the Compliance Department prior to opening the account. New York Stock Exchange rules require that this firm authorizes any other firm to carry such accounts and that we receive duplicate confirmations of any trades made in such accounts, managed by investment advisors. If authorization is granted, Compliance will send written approval to the organization carrying the account. When an exception has been granted, it is the responsibility of the partner/employee to arrange in advance for duplicate confirmation and monthly statements to be sent to Thomas Weisel Partners LLC, c/o Compliance Department. Under no circumstances is any such brokerage account outside this firm to be opened or maintained without the approval of the compliance director. Failure to adhere to this policy will be deemed grounds for dismissal and may result in disciplinary action by regulatory authorities.

Investments in private placements other than those offered through Thomas Weisel Partners LLC also require prior approval of the Compliance Department.

Employment Policy Outside of Thomas Weisel Partners LLC

No Partner or employee may be:

- Engaged in any other business
- Employed by or receive compensation from any other person
- Serve as an officer, director, partner or employee of any other business organization
- Own any stock or have, directly or indirectly, any securities, financial or kindred business (except for publicly traded securities of such businesses), without the prior written approval of the Compliance Director.

It is the Partner or employee's responsibility at all times to disclose any such employment and/or affiliation and to obtain, and to refrain evidence of, such written approval.

At no time may any partner or officer solicit or arrange for third parties to make securities investments other than through Thomas Weisel Partners LLC.

Disclosure Statement

The following is a complete list of accounts outside Thomas Weisel Partners LLC which fall within the Thomas Weisel Partners LLC policies regarding personal investments. (Add additional pages if necessary.)

Outside Accounts

1. Account Name: WACHOVIA IRA Brokerage A/C None _____
 Account Number: _____
 Firm Name: WACHOVIA
 Address: 1525, West Harris Blvd, 1B3, Charlotte, NC 28262
 Phone Number: 866-806-4163

2. Account Name: _____
 Account Number: _____
 Firm Name: _____
 Address: _____
 Phone Number: _____

Accounts Managed by Investment Advisors

Name of Advisor: Philip Burke None _____
 Address: Same as A/C info
 Phone Number: 866-806-4163

Partnerships (Limited and otherwise) Which Invest in Securities in Which You Have an Interest

Name of Partnership: _____
 Are you a limited partner or a general partner? _____
 State your percentage interest: _____
 Name of general partner: _____
 Address: _____
 Can you make or influence securities investments by the partnership? _____

Other Business in which I am engaged:

Entities by which I am employed or receive compensation:

None ☒

Name of entity: _____

2

Employee Initials AB

REDACTED

TWPL00000836

Affiliation of title:

Business organization in which I am an officer, director, partner or employee: None ✓

Name of organization:

Title:

Public Company?

Financial interests in any securities, financial or kindred business: None ✓

Describe:

Do you own a significant position in any publicly-held company's securities: None ✓

Describe:

Insider Disclosure Form

Name AMIT SHARDate 03/11/06Position Associate

Please indicate in the space provided below whether you or any member of your immediate family (parents, mother in law, father in law, husband, wife, brother, sister, brother in law, sister in law, son, daughter, son in law, daughter in law) is an executive officer, director, or a 5% or greater stockholder of a public company.

Please note that disclosing this information does not impact any existing or potential employment.

Family Member: NA Relationship: _____

Name of Company: _____

Position: _____

Family Member: NA Relationship: _____

Name of Company: _____

Position: _____

I acknowledge that the above statements are true and correct to the best of my knowledge.

Signature: ASEmployee Initials AS



Thomas Weisel Partners
MERCHANT BANKING

55/56, Free Press House, 215 Free Press Journal Marg, Nariman Point, Mumbai - 400021

**Information Technology Department
BlackBerry 7290 Sign Out
For Permanent Use**

Date: October 27, 2006

User of Equipment	
Employee	Amit Shah
Department	Research
Extension No. / Location	6360/ Mumbai

Equipment Assigned		
BlackBerry Handheld	7290	Rs 20,500
IMEI:	357493006501544	
ESN:	24FBA09A	
PIN:		
Part of package:	1 Installation and User's Guide	-
Total Value of Equipment		Rs 20,500

I, _____, have been issued the above equipment by Thomas Weisel Partners LLC. This equipment is to be used for business related purposes only. Should my employment with Thomas Weisel Partners LLC terminate for any reason, I understand that I am solely responsible for returning all equipment listed on or before my termination date to Inventory Control. As such I will not transfer, lend or re-deploy this device to anyone else. It is also my responsibility to store the above listed equipment in a lockable and secured cabinet outside business hours. Unsecured equipment may be confiscated.

In the event that this equipment is damaged, lost or stolen as a result of my negligence or if it is not returned immediately upon the request of Thomas Weisel Partners LLC, we reserve the right to withhold any outstanding payments due to me including salary, commissions and bonuses and/or pursue legal action against me to recover losses. On first event of damaged, lost or stolen equipment, payment due will be half the total value of repairing or replacing the equipment. In the event that this equipment is damaged, lost or stolen for a second time and thereafter, payment due will be total value of repairing or replacing the equipment.

Employee Signature: _____

Date: _____

Amit Shah

03/11/2006

Please return the signed copy to IT dept. and one copy for the employee.

TWPL00000839



Thomas Weisel Partners
MERCHANT BANKING

Information Technology: IBM Equipment Sign-Out Sheet

STEP 1 - End User Information

Employee: Location: Date:
Department: Engineer:

STEP 2 - Purpose of Deployment

Reason For Deployment:

If it's a loaner, what is the return date?

If it's a replacement indicate below the old asset # and reason for replacement.

Old Asset Number:

Reason for Replacement:

STEP 3 - IBM Equipment Asset Information

Equipment	Qty.	Cost Per Unit	Subtotal	Asset Tag	Serial Number
IBM X40 [Small] Laptop: 1.3GHz 512MB 40GB 12.1"	<input type="text"/>	\$0.00	\$0.00	<input type="text"/>	<input type="text"/>
X40 Docking Station w/DVD	<input type="text"/>	\$0.00	\$0.00	<input type="text"/>	<input type="text"/>
OR					Last 6 digits for Docking Station
IBM T42 [Large] Laptop: 1.7GHz 1GB 40GB 15" DVD	<input type="text"/>	\$0.00	\$0.00	<input type="text"/>	<input type="text"/>
T42 Docking Station	<input type="text"/>	\$0.00	\$0.00	<input type="text"/>	<input type="text"/>
OR					
IBM R52 [Mumbai] Laptop: 1.7GHz 1.2GB 40 GB DVD15"	<input type="text" value="1"/>	\$1,600.00	\$1,600.00	<input type="text" value="012110"/>	<input type="text" value="L3CAVY1"/>
R52 Docking Station	<input type="text" value="1"/>	\$291.00	\$291.00	<input type="text"/>	<input type="text"/>
IBM Power Adapters	<input type="text" value="1"/>	\$90.00	\$90.00	N/A	N/A
		Total Value	\$1,981.00		

STEP 4 - End User Agreement: Read, Sign, and Date

I have been issued the above equipment by Thomas Weisel Partners LLC. This equipment is to be used for business related purposes only. Should my employment with Thomas Weisel Partners LLC terminate for any reason, I understand that I am solely responsible for returning all equipment listed (Laptop, Port Replicator, and 2 Power Adapters) on or before my termination date to Inventory Control.

As such I will not transfer, lend or re-deploy this laptop to anyone else. It is also my responsibility to store the above listed equipment in a lockable and secured cabinet outside business hours.

In the event that this equipment is damaged, lost or stolen as a result of my negligence or if it is not returned immediately upon the request of Thomas Weisel Partners LLC, we reserve the right to withhold any outstanding payments due to me including salary, commissions and bonuses and/or pursue legal action against me to recover losses.

Employee Signature:

Date:

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK AND
AGREEMENT TO EMPLOYMENT AT WILL, CONFIDENTIALITY, NON-
SOLICITATION, AND AGREEMENT TO ARBITRATE**

I received a copy of the Thomas Weisel International Private Limited (the Company) Employee Handbook in paper copy. I agree to read the Handbook and to comply with all of the Company's various policies and practices. In addition, in consideration for my continued employment, I agree to the following:

Acknowledgement of Receipt of Handbook and Employment-At-Will

I understand that the Employee Handbook is not intended to in any way create a contract of employment, either express or implied. Rather, I understand that employment at the Company is at-will and that the Company and I each have the right to end our employment relationship for any reason at any time, with or without cause.

I also understand that any rules, policies and benefits described in the Employee Handbook may be modified by the Company from time to time, except for the policy of employment-at-will, and that any change to at-will employment can only be made in writing, signed by Mark Fisher on behalf of the Company.

Confidentiality and Trade Secrets

I will not at any time, either during or after the term of my employment with the Company, in any fashion, form or manner, either directly or indirectly, unless expressly consented to in writing by the Company, use, divulge, disclose or communicate to any person or entity any confidential information of any kind, nature or description concerning any matters affecting or relating to TWIPL's business. The definition of "confidential information" is very broad. It includes but is not limited to, computer processes, programs and codes; the names, addresses, buying habits or practices or any Company clients or customers; marketing methods, programs and related data, or other written records used in Company business; compensation paid to other employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about or concerning TWIPL business, manner of operations, or other data of any kind, nature or description. I understand the above information and items are important, material and confidential trade secrets that affect the successful conduct of Company business and its good will, and that any breach of any term of this section is a material breach of this agreement. All equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists or other written and graphic records, and the like, including tangible or intangible computer programs, records and data, affecting or relating to Company business, which I might prepare, use, construct, observe, possess or control, shall be and shall remain the Company's sole property.

I agree that on or before the last day of my employment I will not remove confidential information, whether physical or electronic without the express written permission of Human Resources.

No Solicitation of Customers, Clients, and Prospective Clients

I hereby acknowledge and agree that I will likely be exposed to a significant amount of confidential information concerning the Company's business methods, operations, customers, clients, and prospective clients while employed by the Company, that such information might be retained by me in tangible form or simply retained in my memory, and that the protection of the Company's exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on my activities after termination of employment. I agree that all business procured by me while I am employed by the Company and all information about clients and prospective clients are the Company's property. Therefore, for a one-year period following employment termination (whether voluntary or involuntary and with or without cause), I will not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate contact with) any customer or client of the Company for any commercial or business reason whatsoever.

No Solicitation of Employees

I agree that for as long as I am employed by the Company and for 12 months after the cessation of my employment I will not recruit, hire or attempt to recruit or hire, directly or by assisting others, any of the Company's employees with whom I had contact during my employment with the Company. For the purposes of this paragraph, "contact" means any interaction whatsoever between the other employee and me.

Arbitration

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel International Private Limited (the Company) or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel International Private Limited and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel International Private Limited will pay all arbitration fees for any claims brought by an employee against Thomas Weisel International Private Limited in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

Agreement

You agree to abide by the terms and practices set forth the in the Thomas Weisel International Private Limited Employee Handbook, including but not limited to all employment policies, standards of conduct, employment-at-will, confidentiality, non-solicitation, and arbitration by signing below.

19-Oct-2006

Date



Signature

VISHAL SHARMA

Print Name

TWPL00000793

PERSONAL DATA

1. Have you ever been suspended, expelled or otherwise disciplined by any regulatory body or by any such exchange or association; or ever been refused membership therein; or ever withdrawn your application for such a membership?
Yes ☒ No (circle one)
2. Have you ever been associated with any organization, as a director, controlling stockholder, partner, officer, employee or other representative of a broker-dealer which has been, or a principal of which has been suspended or expelled from any such exchange or registered association, or was refused membership therein, or withdrew an application for membership; or whose registration as a broker-dealer with the S.E.C. or any state agency has been denied, suspended, or revoked?
Yes ☒ No (circle one)
3. Are you now subject to an order of the N.A.S.D. any national securities exchange or the S.E.C. which revokes, suspends, or denies membership or registration?
Yes ☒ No (circle one)
4. Have you been named as a "cause" in any action mentioned in the preceding questions taken with respect to a broker-trader?
Yes ☒ No (circle one)
5. Have you ever been permanently or temporarily enjoined by an order, judgement or decree from acting as, or being affiliated or employed with an underwriter broker, dealer, investment bank, insurance company or in any connection with the purchase or sales of any securities commodity?
Yes ☒ No (circle one)
6. Have you ever been a principal or employee of any corporation, firm, or association which has enjoined temporarily or otherwise from selling or dealing in securities or commodities or functioning as an investment advisor?
Yes ☒ No (circle one)
7. Are you now or have you ever been subject to an order of the S.E.C. or any other regulatory agencies or associations which bars or suspends you from becoming associated with a broker-dealer?
Yes ☒ No (circle one)
8. Are you now or have you ever been aware of a written customer complaint lodged against you for work you performed in the securities industry? If YES, provide details as to the circumstances on the reverse side of this sheet.
Yes ☒ No (circle one)
9. If hired, do you plan to engage in, or to be employed by, any other business or business organization?
Yes ☒ No (circle one)
10. Have you ever been arrested or convicted of a felony of any kind or of any misdemeanor (except minor traffic offenses)? A conviction will not necessarily disqualify you for the job. If yes, please explain in detail.
Yes ☒ No (circle one)
11. Can you, after employment, submit verification of both your identity and authorization to work in the U.S. pursuant to the Immigration Reform Act of 1986 and related issues? NA if not working in a U.S. office.
Yes No (circle one) ☒ NA
12. What banks or brokerage firms do you have securities accounts with?
NONE

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

TWPL00000789

CONDITIONS OF EMPLOYMENT

In the event I may be employed by the Company, I will comply with all the Company's present and subsequent issued policies and procedures as set forth in the company's Handbook, or any other communications distributed to employees. I understand that any employment with the company is at will; that is, I may leave the company at any time for any good reason, and the company may terminate my employment with the company at any time with or without good cause. I also understand that the company retains its discretion to make all other decisions concerning my employment (including decisions regarding demotion, transfers, job responsibilities, increases or reductions in pay, bonuses or other compensation, or any other managerial decisions) with or without good cause. I understand that none of the policies contained in the company's Handbook alter these terms and that any agreement to the contrary must be in writing and signed by a duly authorized officer of the company. I further understand and agree that no person at the company has any power or authority whatsoever, either actual or implied, to change, modify, or delete the at-will nature of my employment, except in writing signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies. After employment has been granted, the employee must provide proof of a legal right to work in the United States, if employed in a U.S. office.

PERSONAL SECURITIES TRANSACTIONS

All employees are required to disclose to the Compliance Department whether they, or anyone in their household, have any active securities accounts. Failure to disclose outside accounts is grounds for termination. All orders to buy or sell securities for accounts in which employees and their families have an interest must be made through duplicate confirmations to Thomas Weisel Partners LLC unless an exception is made by the Compliance Department.

BONDING

I understand that if I am employed I must be bonded, which is an insurance agreement pledging surety for financial loss caused to the firm by the act of default of a third person. I understand further that failure to be bonded, or cancellation or withdrawal of the bond, regardless of when such an action is taken will be sufficient cause for immediate discharge unless an exception is made by the Compliance Department.

ARBITRATION

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel Partners LLC or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel Partners LLC and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel Partners LLC will pay all arbitration fees for any claims brought by an employee against Thomas Weisel Partners LLC in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

CERTIFICATION

I certify that the foregoing answers are true. I realize that all information furnished by me on this application is important and that the employer may rely on such information in employing me and in continuing my employment. I also realize that any false statement, willful omission, or misrepresentation of fact shall constitute cause for dismissal regardless of when discovered by the Company. I also agree that if employed, I will abide by all the rules and regulations of the Company.

I authorize and request any and all of my former employers and other people to furnish to the agency, jurisdiction or organization with which this application is being filed, or any agent acting on its behalf, any information they may have concerning my character, ability, business activities, educational background, general reputation, together with, in the case of former employers, a history of my employment by them and the reasons for the termination thereof. Moreover, I hereby release each such employer and each such other person from any and all liability of whatever nature by the reason of furnishing such information to the agency, jurisdiction or organization or any agent acting on its behalf.

I HAVE READ AND UNDERSTAND THE STATEMENTS CONTAINED IN THE Thomas Weisel Partners LLC APPLICATION, AND I FULLY UNDERSTAND THEM. I HEREBY AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT, AND I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I AM AWARE THAT THIS APPLICATION WILL ONLY BE ACTIVE FOR THIRTY (30) DAYS. UPON EXPIRATION OF (30) DAYS, I KNOW THAT I MUST REAPPLY IF I WISH TO BE CONSIDERED FOR EMPLOYMENT.


Signature

VISHAL SHARMA
Print Name

19-OCT-2006
Date

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.



Thomas Weisel Partners
MERCHANT BANKING

Pre-Hire Authorization

Candidate Name: VISHAL SHARMA

Date: 19-OCT-2006

Are you aware of any circumstances that would prohibit you from working in the Securities industry?

_____ Yes ☒ No

If you answered yes, please provide a brief description below of the circumstances.

Candidate's Signature

TWPL00000791

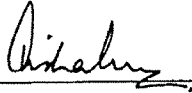
RECEIPT OF THOMAS WEISEL PARTNERS LLC'S CONFIDENTIALITY
AGREEMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Confidentiality Agreement Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy.

VISHAL SHARMA

Print Name



Signature

14-Oct-2006

Date

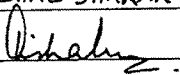
TWPL00000794

Confidential Reporting of AML Non-Compliance

Employees will report any violations of the firm's AML compliance program to one of the AML Compliance Officers, unless the violations implicate the Compliance Officer, in which case the employee shall report to General Counsel. Such reports will be confidential, and the employee will suffer no retaliation for making them.

**ACKNOWLEDGEMENT OF RECEIPT OF
ANTI-MONEY LAUNDERING POLICY**

I received a copy of the Thomas Weisel Partners LLC Anti-Money Laundering Policy. I agree to read the Policy and to comply with all policies and practices.

Print name: VISHAL SHARMA
Signature: 
Date: 19-OCT-2006

Please sign and return to :
Sumer Aulakh
Compliance, SF 36th Floor

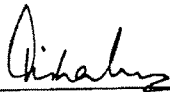
RECEIPT OF THOMAS WEISEL PARTNERS LLC'S ANTI-
DISCRIMINATION AND ANTI-HARASSMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Anti-Discrimination and Anti-Harassment Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy. I will report conduct that I believe is harassing or discriminatory to enable the Firm to take action as appropriate.

VISHAL SHARMA

Print Name



Signature

19-OCT-2006

Date

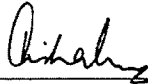
TWPL00000796

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S
COMPUTER SOFTWARE POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Computer Software Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

VISHAL SHARMA

Print Name



Signature

19-OCT-2006

Date

TWPL00000797

Thomas Weisel Partners, LLC

Internet Access Service Policy

PURPOSE

Thomas Weisel Partners, LLC ("TWP") will benefit if Internet access services are used in ways which will build overall system efficiencies, maximize the accessibility of the system, and minimize or eliminate unimportant or improper traffic over the systems. Therefore, TWP would like all users of its Internet /Intranet access service to adhere to certain standards of behavior as a means of achieving these goals.

APPLICABILITY

These standards apply to all TWP employees, consultants, and business associates who use the Internet. TWP reserves the right to change, modify, discontinue, or amend any portion of this policy at any time.

GENERAL GUIDELINES

TWP expects the highest levels of professionalism, courtesy and appropriate behavior from all employees. Please use common sense and good judgment, and adhere to the policies contained herein, when using the Internet access services provided by Thomas Weisel Partners. *The same standards of professionalism apply when using TWP's Intranet capabilities.*

Behavior that could result in disciplinary action

The actions listed below are some examples of behavior which are unacceptable when using TWP's Internet access services. Participation in any of these unacceptable behaviors may be grounds for disciplinary action, ranging from verbal or written warnings to termination or other measures as may be appropriate.

- Using TWP Internet access service for personal gain.
- **Participation in chat rooms and Bulletin Boards**
- Unauthorized attempt to break into computer systems
- Refusal to cooperate with a security investigation
- Transmission of TWP confidential or proprietary information to unauthorized destinations or recipients.
- Sending messages containing threatening or harassing messages
- Copying, transmitting, or receiving copyrighted or licensed software in violation of license or copyright restrictions
- Disclosing TWP user account and or password information to unauthorized people
- Any activity prohibited by Federal, State or Local laws.
- Any activity which disrupts computer systems or networks belonging to TWP or other entities
- Any activity which may be deemed harassment.

Please keep in mind that INTERNET MAIL IS INHERENTLY INSECURE.

TWP employee's email are reviewed on a random basis by Supervisors and the Compliance Department. You should have no expectation of privacy. As a general rule of thumb: *Don't put it into electronic mail unless you're comfortable seeing it on the six o'clock news. Treat email as you would stationery; our name and goodwill is stamped on it.*

AGREEMENT:

I have read and understood the above guidelines, and will abide by their terms. I accept full responsibility for any use of the TWP Internet Access Service from my computer system accounts.

Signature

VISHAL SHARMA
Print Name

Date

19-Oct-2006

TWPL00000798

Disclosure Statement

I have read and understand Thomas Weisel Partners' policy regarding personal investments and employment outside of Thomas Weisel Partners and have set forth herein all such outside accounts, employment, associations and sources of compensation. I understand that failure to disclose any personal or related accounts, any other sources of employment or compensation as described herein, any affiliations with business organizations, and failure to adhere to the intent and discretions of this policy, may result in my immediate termination from Thomas Weisel Partners LLC.

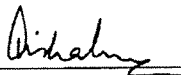
I acknowledge that I have received a copy of Thomas Weisel Partners employee handbook and compliance handbook and I will read them in their entirety within one week. I also understand that if I have any questions relative to any compliance issues, I will contact the Compliance Director immediately.

Employment with Thomas Weisel Partners is employment at-will. Employment at-will means that employment may be terminated by either you or the company at any time, with or without cause and with or without notice.

Except for employment at-will status, the company reserves the right to revise, modify, delete and/or add to any and all of its policies, procedures, work rules or benefits. All such revisions, modifications, deletions and/or additions must be in writing and must be signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies.

No manager, supervisor or employee of the company has any authority to enter into any agreement for employment for any specified period of time to make any agreement for employment other than at-will. Only the Executive Committee and/or the Chief Financial Officer has the authority to make such agreements, and then only in writing.

Name Printed: VISHAL SHARMA

Signature: 

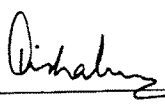
Date: 19-OCT-2006

ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read the Thomas Weisel Partners LLC Employee Trading Policy. I fully understand its contents and I agree to comply with it. If I have any questions about the application or interpretation of the Thomas Weisel Partners LLC Employee Trading Policy, I will consult with the Legal/Compliance Department.

Please sign and return this acknowledgement into the Human Resources Department. Please call Karen Santos at x. 2762 or Pam Housley at x. 2620 if you have any questions.

Print Name: VISHAL SHARMA

Signed: 

Dated: 19-OCT-2006

For Internal Use Only

**Thomas Weisel Partners**

MERCHANT BANKING

Pre-Registration Authorization

I hereby grant permission to Thomas Weisel Partners LLC, of which Thomas Weisel International Private Limited is a branch office, to verify my previous employment, registration, and disciplinary history through the NASD's Central Registration Depository system.

I hereby authorize any federal, state, or municipal agency, or any securities or commodities industry self-regulatory organization (except the United States Internal Revenue Service or other state taxing authorities with respect to confidential information held by them) to make available to Thomas Weisel Partners LLC's authorized agents and employees any information they may have concerning me which they deem relevant in connection with a determination by it to employ me. I hereby release any such entity, their employees and agents, from any and all liability of whatever nature by reason of furnishing such information.

SIGNATURE _____

Name (Please Print) _____

Date _____

Social Security Number _____

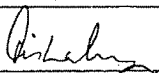
Date of Birth _____ (MM/DD)

TWPL00000801

ACKNOWLEDGEMENT OF RECEIPT OF
CHINESE WALL MANUAL

I received a copy of the Thomas Weisel Partners LLC Chinese Wall Manual. I agree to read the Manual and to comply with all policies and practices.

Print name: VISHAL SHARMA

Signature: 

Date: 12-Mar-2007

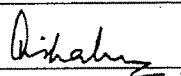
Please sign and return to :
Sumer Aulakh
Compliance, SF 36th Floor

TWPL00000802

ACKNOWLEDGEMENT OF RECEIPT OF
CHINESE WALL MANUAL

I received a copy of the Thomas Weisel Partners LLC Chinese Wall Manual. I agree to read the Manual and to comply with all policies and practices.

Print name: VISHAL SHARMA

Signature: 

Date: 19-OCT-2006

Please sign and return to :
Sumer Aulakh
Compliance, SF 36th Floor

TWPL00000803

Thomas Weisel Partners LLC**Compliance Policy**

It is your responsibility to keep the information on the disclosure statement current at all times. Compliance with Thomas Weisel Partners LLC policy as set forth in the following pages and in the compliance manual is mandatory and will be strictly enforced. A pattern of behavior indicative of continuous disregard for the spirit of the policies of Thomas Weisel Partners LLC will be grounds for termination.

It is the policy of Thomas Weisel Partners LLC that all accounts of partners, employees, and related persons to whom they contribute support or with whom they share residence be disclosed to Thomas Weisel Partners LLC, including the following types of accounts:

- Personal accounts
- Any account in which he or she has an interest (including limited and general partnership interests in partnerships engaged in investing in securities),
- Accounts with an outside manager over which he or she has no investment influence,
- Accounts of third persons over which he or she has investment discretion, regardless of beneficial owner,
- Pension, profit sharing, or IRA accounts

Exceptions to this policy must be approved in advance by the Compliance Department prior to opening the account. New York Stock Exchange rules require that this firm authorizes any other firm to carry such accounts and that we receive duplicate confirmations of any trades made in such accounts, managed by investment advisors. If authorization is granted, Compliance will send written approval to the organization carrying the account. When an exception has been granted, it is the responsibility of the partner/employee to arrange in advance for duplicate confirmation and monthly statements to be sent to Thomas Weisel Partners LLC, c/o Compliance Department. Under no circumstances is any such brokerage account outside this firm to be opened or maintained without the approval of the compliance director. Failure to adhere to this policy will be deemed grounds for dismissal and may result in disciplinary action by regulatory authorities.

Investments in private placements other than those offered through Thomas Weisel Partners LLC also require prior approval of the Compliance Department.

Employment Policy Outside of Thomas Weisel Partners LLC

No Partner or employee may be:

- Engaged in any other business
- Employed by or receive compensation from any other person
- Serve as an officer, director, partner or employee of any other business organization
- Own any stock or have, directly or indirectly, any securities, financial or kindred business (except for publicly traded securities of such businesses), without the prior written approval of the Compliance Director.

It is the Partner or employee's responsibility at all times to disclose any such employment and/or affiliation and to obtain, and to refrain evidence of, such written approval.

At no time may any partner or officer solicit or arrange for third parties to make securities investments other than through Thomas Weisel Partners LLC.

Disclosure Statement

1

Employee Initials



TWPL00000804

The following is a complete list of accounts outside Thomas Weisel Partners LLC which fall within the Thomas Weisel Partners LLC policies regarding personal investments. (Add additional pages if necessary.)

Outside Accounts

1. Account Name: None ☒
- Account Number:
- Firm Name:
- Address:
- Phone Number:
2. Account Name:
- Account Number:
- Firm Name:
- Address:
- Phone Number:

Accounts Managed by Investment Advisors

Name of Advisor: None ☒

Address:

Phone Number:

Partnerships (Limited and otherwise) Which Invest in Securities in Which You Have an Interest

Name of Partnership:

Are you a limited partner or a general partner?

State your percentage interest:

Name of general partner:

Address:

Can you make or influence securities investments by the partnership?

Other Business in which I am engaged:

NONE

Entities by which I am employed or receive compensation:

None ☒

Name of entity:

2

Employee Initials EW

TWPL00000805

Affiliation of title:

Business organization in which I am an officer, director, partner or employee:

None ☒

Name of organization:

Title:

Public Company?

Financial interests in any securities, financial or kindred business:

None ☒

Describe:

Do you own a significant position in any publicly-held company's securities:

None ☒

Describe:

Insider Disclosure Form

Name VISHAL SHARMADate 12-Mar-07Position RESEARCH ANALYST

Please indicate in the space provided below whether you or any member of your immediate family (parents, mother in law, father in law, husband, wife, brother, sister, brother in law, sister in law, son, daughter, son in law, daughter in law) is an executive officer, director, or a 5% or greater stockholder of a public company.

Please note that disclosing this information does not impact any existing or potential employment.

Family Member: _____ Relationship: _____

Name of Company: _____

Position: _____

Family Member: _____ Relationship: _____

Name of Company: _____

Position: _____

I acknowledge that the above statements are true and correct to the best of my knowledge.

Signature: 



Thomas Weisel Partners
MERCHANT BANKING

55/56, Free Press House, 215 Free Press Journal Marg, Nariman Point, Mumbai - 400021

**Information Technology Department
BlackBerry 7290 Sign Out
For Permanent Use**

Date: September 7, 2006

User of Equipment	
Employee	Vishal Sharma
Department	Research
Extension No. / Location	6355 / Mumbai

Equipment Assigned		
BlackBerry Handheld	7290	Rs 20,500
IMEI:	357493000985768	
ESN:	2048275F	
PIN:		
Part of package:	1 Installation and User's Guide	-
Total Value of Equipment		Rs 20,500

I, VISHAL SHARMA, have been issued the above equipment by Thomas Weisel Partners LLC. This equipment is to be used for business related purposes only. Should my employment with Thomas Weisel Partners LLC terminate for any reason, I understand that I am solely responsible for returning all equipment listed on or before my termination date to Inventory Control. As such I will not transfer, lend or re-deploy this device to anyone else. It is also my responsibility to store the above listed equipment in a lockable and secured cabinet outside business hours. Unsecured equipment may be confiscated.

In the event that this equipment is damaged, lost or stolen as a result of my negligence or if it is not returned immediately upon the request of Thomas Weisel Partners LLC, we reserve the right to withhold any outstanding payments due to me including salary, commissions and bonuses and/or pursue legal action against me to recover losses. On first event of damaged, lost or stolen equipment, payment due will be half the total value of repairing or replacing the equipment. In the event that this equipment is damaged, lost or stolen for a second time and thereafter, payment due will be total value of repairing or replacing the equipment.

Employee Signature: _____

Date: _____

7/9/06

Please return the signed copy to IT dept. and one copy for the employee.

TWPL00000808

**Information Technology: IBM Equipment Sign-Out Sheet****STEP 1 - End User Information**Employee: Vishal SharmaLocation: MumbaiDate: 9/7/2006Department: ResearchEngineer: Navpreet Arora**STEP 2 - Purpose of Deployment**Reason For Deployment: PermanentIf it's a loaner, what is the return date?

If it's a replacement indicate below the old asset # and reason for replacement.

Old Asset Number: Reason for Replacement: **STEP 3 - IBM Equipment Asset Information**

Equipment	Qty.	Cost Per Unit	Subtotal	Asset Tag	Serial Number
IBM X40 [Small] Laptop: 1.3GHz 512MB 40GB 12.1"		\$0.00	\$0.00		
X40 Docking Station w/DVD		\$0.00	\$0.00		
OR					Last 6 digits for Docking Station
IBM T42 [Large] Laptop: 1.7GHz 1GB 40GB 15" DVD		\$0.00	\$0.00		
T42 Docking Station		\$0.00	\$0.00		
OR					
IBM R52 [Mumbai] Laptop: 1.7GHz 1.2GB 40 GB DVD15"	<u>1</u>	\$1,600.00	\$1,600.00	<u>012212</u>	<u>L3CKR0</u>
R52 Docking Station	<u>1</u>	\$291.00	\$0.00		
IBM Power Adapters	<u>1</u>	\$90.00	\$90.00	N/A	N/A
Total Value			\$1,690.00		

STEP 4 - End User Agreement: Read, Sign, and Date

I have been issued the above equipment by Thomas Weisel Partners LLC. This equipment is to be used for business related purposes only. Should my employment with Thomas Weisel Partners LLC terminate for any reason, I understand that I am solely responsible for returning all equipment listed (Laptop, Port Replicator, and 2 Power Adapters) on or before my termination date to Inventory Control.

As such I will not transfer, lend or re-deploy this laptop to anyone else. It is also my responsibility to store the above listed equipment in a lockable and secured cabinet outside business hours.

In the event that this equipment is damaged, lost or stolen as a result of my negligence or if it is not returned immediately upon the request of Thomas Weisel Partners LLC, we reserve the right to withhold any outstanding payments due to me including salary, commissions and bonuses and/or pursue legal action against me to recover losses.

Employee Signature: Vishal SharmaDate: 07/09/06

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK AND
AGREEMENT TO EMPLOYMENT AT WILL, CONFIDENTIALITY, NON-
SOLICITATION, AND AGREEMENT TO ARBITRATE**

I received a copy of the Thomas Weisel International Private Limited (the Company) Employee Handbook in paper copy I agree to read the Handbook and to comply with all of the Company's various policies and practices. In addition, in consideration for my continued employment, I agree to the following:

Acknowledgement of Receipt of Handbook and Employment-At-Will

I understand that the Employee Handbook is not intended to in any way create a contract of employment, either express or implied. Rather, I understand that employment at the Company is at-will and that the Company and I each have the right to end our employment relationship for any reason at any time, with or without cause.

I also understand that any rules, policies and benefits described in the Employee Handbook may be modified by the Company from time to time, except for the policy of employment-at-will, and that any change to at-will employment can only be made in writing, signed by Mark Fisher on behalf of the Company.

Confidentiality and Trade Secrets

I will not at any time, either during or after the term of my employment with the Company, in any fashion, form or manner, either directly or indirectly, unless expressly consented to in writing by the Company, use, divulge, disclose or communicate to any person or entity any confidential information of any kind, nature or description concerning any matters affecting or relating to TWIPL's business. The definition of "confidential information" is very broad. It includes but is not limited to, computer processes, programs and codes; the names, addresses, buying habits or practices or any Company clients or customers; marketing methods, programs and related data, or other written records used in Company business; compensation paid to other employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about or concerning TWIPL business, manner of operations, or other data of any kind, nature or description. I understand the above information and items are important, material and confidential trade secrets that affect the successful conduct of Company business and its good will, and that any breach of any term of this section is a material breach of this agreement. All equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists or other written and graphic records, and the like, including tangible or intangible computer programs, records and data, affecting or relating to Company business, which I might prepare, use, construct, observe, possess or control, shall be and shall remain the Company's sole property.

I agree that on or before the last day of my employment I will not remove confidential information, whether physical or electronic without the express written permission of Human Resources.

No Solicitation of Customers, Clients, and Prospective Clients

I hereby acknowledge and agree that I will likely be exposed to a significant amount of confidential information concerning the Company's business methods, operations, customers, clients, and prospective clients while employed by the Company, that such information might be retained by me in tangible form or simply retained in my memory, and that the protection of the Company's exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on my activities after termination of employment. I agree that all business procured by me while I am employed by the Company and all information about clients and prospective clients are the Company's property. Therefore, for a one-year period following employment termination (whether voluntary or involuntary and with or without cause), I will not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate contact with) any customer or client of the Company for any commercial or business reason whatsoever.

No Solicitation of Employees

I agree that for as long as I am employed by the Company and for 12 months after the cessation of my employment I will not recruit, hire or attempt to recruit or hire, directly or by assisting others, any of the Company's employees with whom I had contact during my employment with the Company. For the purposes of this paragraph, "contact" means any interaction whatsoever between the other employee and me.

Arbitration

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel International Private Limited (the Company) or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel International Private Limited and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel International Private Limited will pay all arbitration fees for any claims brought by an employee against Thomas Weisel International Private Limited in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

Agreement

You agree to abide by the terms and practices set forth in the Thomas Weisel International Private Limited Employee Handbook, including but not limited to all employment policies, standards of conduct, employment-at-will, confidentiality, non-solicitation, and arbitration by signing below.

Date

Signature

Print Name

PERSONAL DATA

1. Have you ever been suspended, expelled or otherwise disciplined by any regulatory body or by any such exchange or association; or ever been refused membership therein; or ever withdrawn your application for such a membership?
Yes No (circle one)
2. Have you ever been associated with any organization, as a director, controlling stockholder, partner, officer, employee or other representative of a broker-dealer which has been, or a principal of which has been suspended or expelled from any such exchange or registered association, or was refused membership therein, or withdrew an application for membership, or whose registration as a broker-dealer with the S.E.C. or any state agency has been denied, suspended, or revoked?
Yes No (circle one)
3. Are you now subject to an order of the N.A.S.D. any national securities exchange or the S.E.C. which revokes, suspends, or denies membership or registration?
Yes No (circle one)
4. Have you been named as a "cause" in any action mentioned in the preceding questions taken with respect to a broker-trader?
Yes No (circle one)
5. Have you ever been permanently or temporarily enjoined by an order, judgement or decree from acting as, or being affiliated or employed with an underwriter broker, dealer, investment bank, insurance company or in any connection with the purchase or sales of any securities commodity?
Yes No (circle one)
6. Have you ever been a principal or employee of any corporation, firm, or association which has enjoined temporarily or otherwise from selling or dealing in securities or commodities or functioning as an investment advisor?
Yes No (circle one)
7. Are you now or have you ever been subject to an order of the S.E.C. or any other regulatory agencies or associations which bars or suspends you from becoming associated with a broker-dealer?
Yes No (circle one)
8. Are you now or have you ever been aware of a written customer complaint lodged against you for work you performed in the securities industry? If YES, provide details as to the circumstances on the reverse side of this sheet.
Yes No (circle one)
9. If hired, do you plan to engage in, or to be employed by, any other business or business organization?
Yes No (circle one)
10. Have you ever been arrested or convicted of a felony of any kind or of any misdemeanor (except minor traffic offenses)? A conviction will not necessarily disqualify you for the job. If yes, please explain in detail.
Yes No (circle one)
11. Can you, after employment, submit verification of both your identity and authorization to work in the U.S. pursuant to the Immigration Reform Act of 1986 and related issues? NA if not working in a U.S. office.
Yes No (circle one)
12. What banks or brokerage firms do you have securities accounts with?

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

TWPL00000885

CONDITIONS OF EMPLOYMENT

In the event I may be employed by the Company, I will comply with all the Company's present and subsequent issued policies and procedures as set forth in the company's Handbook, or any other communications distributed to employees. I understand that any employment with the company is at will; that is, I may leave the company at any time for any good reason, and the company may terminate my employment with the company at any time with or without good cause. I also understand that the company retains its discretion to make all other decisions concerning my employment (including decisions regarding demotion, transfers, job responsibilities, increases or reductions in pay, bonuses or other compensation, or any other managerial decisions) with or without good cause. I understand that none of the policies contained in the company's Handbook alter these terms and that any agreement to the contrary must be in writing and signed by a duly authorized officer of the company. I further understand and agree that no person at the company has any power or authority whatsoever, either actual or implied, to change, modify, or delete the at-will nature of my employment, except in writing signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies. After employment has been granted, the employee must provide proof of a legal right to work in the United States, if employed in a U.S. office.

PERSONAL SECURITIES TRANSACTIONS

All employees are required to disclose to the Compliance Department whether they, or anyone in their household, have any active securities accounts. Failure to disclose outside accounts is grounds for termination. All orders to buy or sell securities for accounts in which employees and their families have an interest must be made through duplicate confirmations to Thomas Weisel Partners LLC unless an exception is made by the Compliance Department.

BONDING

I understand that if I am employed I must be bonded, which is an insurance agreement pledging surety for financial loss caused to the firm by the act of default of a third person. I understand further that failure to be bonded, or cancellation or withdrawal of the bond, regardless of when such an action is taken will be sufficient cause for immediate discharge unless an exception is made by the Compliance Department.

ARBITRATION

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel Partners LLC or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel Partners LLC and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay, fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel Partners LLC will pay all arbitration fees for any claims brought by an employee against Thomas Weisel Partners LLC in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

CERTIFICATION

I certify that the foregoing answers are true. I realize that all information furnished by me on this application is important and that the employer may rely on such information in employing me and in continuing my employment. I also realize that any false statement, willful omission, or misrepresentation of fact shall constitute cause for dismissal regardless of when discovered by the Company. I also agree that if employed, I will abide by all the rules and regulations of the Company.

I authorize and request any and all of my former employers and other people to furnish to the agency, jurisdiction or organization with which this application is being filed, or any agent acting on its behalf, any information they may have concerning my character, ability, business activities, educational background, general reputation, together with, in the case of former employers, a history of my employment by them and the reasons for the termination thereof. Moreover, I hereby release each such employer and each such other person from any and all liability of whatever nature by the reason of furnishing such information to the agency, jurisdiction or organization or any agent acting on its behalf.

I HAVE READ AND UNDERSTAND THE STATEMENTS CONTAINED IN THE Thomas Weisel Partners LLC APPLICATION, AND I FULLY UNDERSTAND THEM. I HEREBY AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT, AND I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I AM AWARE THAT THIS APPLICATION WILL ONLY BE ACTIVE FOR THIRTY (30) DAYS. UPON EXPIRATION OF (30) DAYS, I KNOW THAT I MUST REAPPLY IF I WISH TO BE CONSIDERED FOR EMPLOYMENT.

Signature

Print Name

Date

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

TWPL00000886



Thomas Weisel Partners
MERCHANT BANKING

Pre-Hire Authorization

Candidate Name: A. J. S. S. S.

Date: 2/10/19

Are you aware of any circumstances that would prohibit you from working in the Securities industry?

 Yes ✓ No

If you answered yes, please provide a brief description below of the circumstances.

Candidate's Signature

TWPL00000887

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S CONFIDENTIALITY
AGREEMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Confidentiality Agreement Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy.

Print Name _____

Signature _____

Date _____

Confidential Reporting of AML Non-Compliance

Employees will report any violations of the firm's AML compliance program to one of the AML Compliance Officers, unless the violations implicate the Compliance Officer, in which case the employee shall report to General Counsel. Such reports will be confidential, and the employee will suffer no retaliation for making them.

**ACKNOWLEDGEMENT OF RECEIPT OF
ANTI-MONEY LAUNDERING POLICY**

I received a copy of the Thomas Weisel Partners LLC Anti-Money Laundering Policy. I agree to read the Policy and to comply with all policies and practices.

Print name:

Thomas Weisel Partners

Signature:

[Signature]

Date:

7/10/08

Please sign and return to:
Sumer Aulakh
Compliance, SF 36th Floor

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Anti-Discrimination and Anti-Harassment Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy. I will report conduct that I believe is harassing or discriminatory to enable the Firm to take action as appropriate.

Print Name

Signature

Date

TWPL00000890

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S
COMPUTER SOFTWARE POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Computer Software Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

Print Name

Signature

Date

TWPL00000891

Thomas Weisel Partners, LLC

Internet Access Service Policy

PURPOSE

Thomas Weisel Partners, LLC ("TWP") will benefit if Internet access services are used in ways which will build overall system efficiencies, maximize the accessibility of the system, and minimize or eliminate unimportant or improper traffic over the systems. Therefore, TWP would like all users of its Internet Intranet access service to adhere to certain standards of behavior as a means of achieving these goals.

APPLICABILITY

These standards apply to all TWP employees, consultants, and business associates who use the Internet. TWP reserves the right to change, modify, discontinue, or amend any portion of this policy at any time.

GENERAL GUIDELINES

TWP expects the highest levels of professionalism, courtesy and appropriate behavior from all employees. Please use common sense and good judgment, and adhere to the policies contained herein, when using the Internet access services provided by Thomas Weisel Partners. *The same standards of professionalism apply when using TWP's Intranet capabilities.*

Behavior that could result in disciplinary action

The actions listed below are some examples of behavior which are unacceptable when using TWP's Internet access services. Participation in any of these unacceptable behaviors may be grounds for disciplinary action, ranging from verbal or written warnings to termination or other measures as may be appropriate.

- Using TWP Internet access service for personal gain.
- **Participation in chat rooms and Bulletin Boards**
- Unauthorized attempt to break into computer systems
- Refusal to cooperate with a security investigation
- Transmission of TWP confidential or proprietary information to unauthorized destinations or recipients.
- Sending messages containing threatening or harassing messages
- Copying, transmitting, or receiving copyrighted or licensed software in violation of license or copyright restrictions
- Disclosing TWP user account and/or password information to unauthorized people
- Any activity prohibited by Federal, State or Local laws.
- Any activity which disrupts computer systems or networks belonging to TWP or other entities
- Any activity which may be deemed harassment.

Please keep in mind that INTERNET MAIL IS INHERENTLY INSECURE.

TWP employee's emails are reviewed on a random basis by Supervisors and the Compliance Department. You should have no expectation of privacy. As a general rule of thumb: *Don't put it into electronic mail unless you're comfortable seeing it on the six o'clock news. Treat email as you would stationery; our name and goodwill is stamped on it.*

AGREEMENT:

I have read and understood the above guidelines, and will abide by their terms. I accept full responsibility for any use of the TWP Internet Access Service from my computer system accounts.

Signature

Date

Print Name

ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read the Thomas Weisel Partners LLC Employee Trading Policy. I fully understand its contents and I agree to comply with it. If I have any questions about the application or interpretation of the Thomas Weisel Partners LLC Employee Trading Policy, I will consult with the Legal/Compliance Department.

Please sign and return this acknowledgement into the Human Resources Department. Please call Karen Santos at x. 2762 or Pam Housley at x. 2620 if you have any questions.

Print Name: _____

Signed: _____

Dated: _____

For Internal Use Only

TWPL00000893

**Thomas Weisel Partners**

MERCHANT BANKING

Pre-Registration Authorization

I hereby grant permission to Thomas Weisel Partners LLC, of which Thomas Weisel International Private Limited is a branch office, to verify my previous employment, registration, and disciplinary history through the NASD's Central Registration Depository system.

I hereby authorize any federal, state, or municipal agency, or any securities or commodities industry self-regulatory organization (except the United States Internal Revenue Service or other state taxing authorities with respect to confidential information held by them) to make available to Thomas Weisel Partners LLC's authorized agents and employees any information they may have concerning me which they deem relevant in connection with a determination by it to employ me. I hereby release any such entity, their employees and agents, from any and all liability of whatever nature by reason of furnishing such information.

SIGNATURE _____

Name (Please Print) _____

Date _____

Social Security Number _____

Date of Birth _____ (MM/DD)

REDACTED**TWPL00000894**

ACKNOWLEDGEMENT OF RECEIPT OF CHINESE WALL MANUAL

I received a copy of the Thomas Weisel Partners LLC Chinese Wall Manual. I agree to read the Manual and to comply with all policies and practices.

Print name: Anthony J. ...

Signature: _____

Date: 6-25-78

Please sign and return to:
Sumer Aulakh
Compliance, SF 36th Floor

TWPL00000895

Thomas Weisel Partners LLC

Compliance Policy

It is your responsibility to keep the information on the disclosure statement current at all times. Compliance with Thomas Weisel Partners LLC policy as set forth in the following pages and in the compliance manual is mandatory and will be strictly enforced. A pattern of behavior indicative of continuous disregard for the spirit of the policies of Thomas Weisel Partners LLC will be grounds for termination.

It is the policy of Thomas Weisel Partners LLC that all accounts of partners, employees, and related persons to whom they contribute support or with whom they share residence be disclosed to Thomas Weisel Partners LLC, including the following types of accounts:

- Personal accounts
- Any account in which he or she has an interest (including limited and general partnership interests in partnerships engaged in investing in securities),
- Accounts with an outside manager over which he or she has no investment influence,
- Accounts of third persons over which he or she has investment discretion, regardless of beneficial owner,
- Pension, profit sharing, or IRA accounts

Exceptions to this policy must be approved in advance by the Compliance Department prior to opening the account. New York Stock Exchange rules require that this firm authorizes any other firm to carry such accounts and that we receive duplicate confirmations of any trades made in such accounts, managed by investment advisors. If authorization is granted, Compliance will send written approval to the organization carrying the account. When an exception has been granted, it is the responsibility of the partner/employee to arrange in advance for duplicate confirmation and monthly statements to be sent to Thomas Weisel Partners LLC, c/o Compliance Department. Under no circumstances is any such brokerage account outside this firm to be opened or maintained without the approval of the compliance director. Failure to adhere to this policy will be deemed grounds for dismissal and may result in disciplinary action by regulatory authorities.

Investments in private placements other than those offered through Thomas Weisel Partners LLC also require prior approval of the Compliance Department.

Employment Policy Outside of Thomas Weisel Partners LLC

No Partner or employee may be:

- Engaged in any other business
- Employed by or receive compensation from any other person
- Serve as an officer, director, partner or employee of any other business organization
- Own any stock or have, directly or indirectly, any securities, financial or kindred business (except for publicly traded securities of such businesses), without the prior written approval of the Compliance Director.

It is the Partner or employee's responsibility at all times to disclose any such employment and or affiliation and to obtain, and to refrain evidence of, such written approval.

At no time may any partner or officer solicit or arrange for third parties to make securities investments other than through Thomas Weisel Partners LLC.

Employee Initials _____

TWPL00000896

Disclosure Statement

The following is a complete list of accounts outside Thomas Weisel Partners LLC which fall within the Thomas Weisel Partners LLC policies regarding personal investments. (Add additional pages if necessary.)

Outside Accounts

None _____

1. Account Name:

Account Number:

Firm Name:

Address:

Phone Number:

2. Account Name:

Account Number:

Firm Name:

Address:

Phone Number:

Accounts Managed by Investment Advisors

None _____

Name of Advisor:

Address:

Phone Number:

Partnerships (Limited and otherwise) Which Invest in Securities in Which You Have an Interest

Name of Partnership:

Are you a limited partner or a general partner?

State your percentage interest:

Name of general partner:

Address:

Can you make or influence securities investments by the partnership?

Other Business in which I am engaged:

Employee Initials _____

TWPL00000897

Entities by which I am employed or receive compensation:

None _____

Name of entity:

Affiliation of title:

Business organization in which I am an officer, director, partner or employee:

None _____

Name of organization:

Title:

Public Company?

Financial interests in any securities, financial or kindred business:

None _____

Describe:

Financial interests in any foreign financial account:

None _____

Describe:

Do you own a significant position in any publicly-held company's securities:

None _____

Describe:

Employee Initials _____

Insider Disclosure Form

Name _____ Date _____

Position _____

Please indicate in the space provided below whether you or any member of your immediate family (parents, mother in law, father in law, husband, wife, brother, sister, brother in law, sister in law, son, daughter, son in law, daughter in law) is an executive officer, director, or a 5% or greater stockholder of a public company.

Please note that disclosing this information does not impact any existing or potential employment.

Family Member: _____ Relationship: _____

Name of Company: _____

Position: _____

Family Member: _____ Relationship: _____

Name of Company: _____

Position: _____

I acknowledge that the above statements are true and correct to the best of my knowledge.

Signature: _____

Employee Initials _____

TWPL00000899

Disclosure Statement

I have read and understand Thomas Weisel Partners' policy regarding personal investments and employment outside of Thomas Weisel Partners and have set forth herein all such outside accounts, employment, associations and sources of compensation. I understand that failure to disclose any personal or related accounts, any other sources of employment or compensation as described herein, any affiliations with business organizations, and failure to adhere to the intent and discretions of this policy, may result in my immediate termination from Thomas Weisel Partners LLC.

I acknowledge that I have received a copy of Thomas Weisel Partners employee handbook and compliance handbook and I will read them in their entirety within one week. I also understand that if I have any questions relative to any compliance issues, I will contact the Compliance Director immediately.

Employment with Thomas Weisel Partners is employment at-will. Employment at-will means that employment may be terminated by either you or the company at any time, with or without cause and with or without notice.

Except for employment at-will status, the company reserves the right to revise, modify, delete and/or add to any and all of its policies, procedures, work rules or benefits. All such revisions, modifications, deletions and/or additions must be in writing and must be signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies.

No manager, supervisor or employee of the company has any authority to enter into any agreement for employment for any specified period of time to make any agreement for employment other than at-will. Only the Executive Committee and/or the Chief Financial Officer has the authority to make such agreements, and then only in writing.

Name Printed: _____

Signature: _____

Date: _____

Employee Initials _____

A. Initial Acknowledgment

I hereby acknowledge that I have received and read the Thomas Weisel Partners LLC Equity Research Policies Manual and understand the provisions therein. I agree that, to the extent I have questions about the application or interpretation of any provision, I will consult with the Director of Research, and/or TWP's Legal and Compliance Departments. I affirm that I will comply fully with the policies and procedures in the Manual. I understand that my failure to do so may subject me to sanctions, including fines, suspensions and termination of my employment.

Print Name: Thomas WeiselSigned: Thomas WeiselDated: 6/25/08

B. Annual Acknowledgment

I hereby acknowledge that I have received and read the Thomas Weisel Partners LLC Equity Research Policies Manual and understand the provisions therein. I agree that, to the extent I have questions about the application or interpretation of any provision, I will consult with the Director of Research and/or TWP's Legal and Compliance Departments. During the past year I have complied fully with the policies and procedures in the Manual and presently am in full compliance therewith. I also affirm that I will comply with such policies and procedures in the future. I understand that my failure to do so may subject me to sanctions, including fines, suspensions and termination of my employment.

Print Name: THOMAS WEISELSigned: Thomas WeiselDated: July 10, 2008